

DISCOVERY LIFE DIABETES SUPPORT PROGRAM (“PROGRAM”)

PATIENT TERMS AND CONDITIONS *Version: 2 – 20220803*

Guidepost manages the Program on behalf of Discovery Life, and we wish you a warm welcome!

To participate in the Program, these Terms and Conditions apply. We have summarised key points in the *Highlights* section below.

We will ask you to confirm verbally on a call with one of our agents that you understand how the program works and give us your consent to participate and acceptance of these terms and conditions with an explicit “yes” or “no” answer.

Please raise any questions or concerns you may have when you chat with our agent, or feel free to reach out to us on the details provided at the bottom of each page.

Highlights

- The Diabetes Support Program is paid for by Discovery Life, and no payment is required from you.
- You are receiving the Services because you have an active life policy with Discovery Life. Your participation in the Program will last indefinitely from the time of your consent.
- The Program supports you on your diabetes journey and provides a data check service with proactive outreach with diabetes self-management education and diabetes self-management support to you in response to cues from your data.
- Where you are eligible for Coaching and choose to opt in, we will schedule appointments with you for telephone calls with a diabetes Coach. You may also receive calls, emails and SMSs and be required to respond using similar communications.
- To switch from Coaching to Data Check, notify us in writing at any time.
- Our Services are only available to people diagnosed with Type 2 diabetes who are over the age of 18.
- Should you be pregnant at any stage please notify us so we can tailor our input to you during your pregnancy.
- We'll be storing and processing your information in compliance with all of South Africa's laws that protect your data.
- We will request information about you from other companies or people, such as doctors, pathology laboratories, pharmacies and medical aids or other similar third parties for the purpose of better understanding your clinical situation and needs. The information we request will be limited to claims, medical and pathology results, and diagnoses.
- We will ask you to provide us with blood glucose readings on a periodic basis. These readings will be used for your diabetes education and support, and are not the same as lab tests that Discovery Life or your doctor might ask you to provide.
- We may send notifications and reports on your program and coaching interactions to your doctor so that they can keep track of your progress.

- We will send notifications and reports on your program and coaching interactions to Discovery Life. We will also share information that we have about your medications, diagnoses, procedures, and medical and pathology results with Discovery Life.
 - We will not share your personal data with anyone else unless we first ask you and get your permission.
 - You can cancel your participation at any time by letting us know in writing.
 - Guidepost is an independent company, and the duty of disclosure for your life insurance policy remains with you.
 - You have access to the program hotline 24 hours a day every day of the year for urgent queries concerning your diabetes, but not for medical emergencies, for which you should contact your doctor or hospital.
 - Our diabetes educators don't know everything there is to know about you. When a member of our diabetes education team makes a suggestion, you remain the decision maker about whether to take those actions or not. Your health and your outcomes are ultimately in your hands. If you're not sure about anything you must discuss it with your doctor.
 - Those are the most important things to know about taking part in the Guidepost Program. I will send you a message directly after our call with a link to a copy of the Terms and Conditions on our website. By joining the Program you agree to those terms and conditions.
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1. IMPORTANT NOTICES

- 1.1. Sancreed (Pty) Ltd provides the Services listed in this Agreement, under the brand "Guidepost". Guidepost provides coaching to persons living with chronic illnesses, specifically diabetes.
- 1.2. This Agreement contains the terms and conditions on which Guidepost provides the Services to Members.
- 1.3. This Agreement constitutes a new Agreement between you and Guidepost that relates to the Services and replaces any and all previous Agreements or Terms and Conditions that might have been in place.
- 1.4. **Your attention is drawn to Sections 4.6, 5.4 and 6 regarding your assumption of risk and liability and indemnification of Guidepost.**
- 1.5. The terms and conditions of this Agreement are always available from the Guidepost Website. We will notify you via one or more Channels of material changes to the terms and conditions.

2. DEFINITIONS

- 2.1. In this Agreement certain words and phrases appearing in Title Case are given particular meanings. These words and phrases and the meanings they are intended to have are recorded below:
 - 2.1.1. "Agreement Start Date" means the date at which the Guidepost Terms and Conditions were first agreed to by you with Guidepost, either in writing or via recorded verbal consent;
 - 2.1.2. "Agreement" means these Terms and Conditions together with all schedules and documents attached to these terms and conditions, as well as all amendments that may be made to these terms and conditions from time to time;

- 2.1.3. "Channels" means any physical or electronic medium for exchanging information including but not limited to face-to-face meeting, telephone, SMS, electronic messaging, video, website, email and internet discussion forums;
- 2.1.4. "Guidepost Website" means the web pages available from www.guidepost.net;
- 2.1.5. "Insurer" means Discovery Life Limited a licensed financial services provider FSP (18147);
- 2.1.6. "Member" means the natural Person who has agreed to participate in / receive the Services and has been granted access to the Services by Guidepost;
- 2.1.7. "Services" shall mean the provision of educational content and related data by Guidepost via Channels as more fully defined in Section 4;
- 2.1.8. "Services Start Date" means the day on which you first use the Services;
- 2.1.9. "you" and "your" means the Member;
- 2.1.10. "we", "our" and "us" means Guidepost;
- 2.1.11. "Guidepost" means Sancreed (Pty) Ltd, a private company with registration number 2012/097434/07, and/or its employees, directors, agents, contractors, sub-contractors and appointed service providers.

3. DURATION AND TERMINATION

- 3.1. You have agreed to receive the Services through your Insurer, as provided by Guidepost. Your access to the Services is funded by your Insurer. No separate payment is required from you.
- 3.2. This Agreement will start on the Services Start Date and will continue for an indefinite period, subject to any changes to this Agreement, and while you have an active life policy with Discovery Life.
- 3.3. You can cancel your participation at any time with immediate effect by notifying Guidepost in writing.
- 3.4. Guidepost has the right to terminate the Services and this Agreement at any time on reasonable notice to you via the Channels.
- 3.5. Guidepost has the right to terminate this Agreement immediately should your Insurer no longer fund the Services, in case of breach by you of any of the terms of this Agreement, abuse and / or misuse of the Services or Guidepost, or should you provide inaccurate or falsified information to Guidepost.

4. SERVICES

- 4.1. As part of the Services, you may receive calls, emails and messages via SMS and/or WhatsApp and be required to respond using similar communications. Guidepost may also schedule appointments with you for telephonic coaching with a diabetes educator ("Coach").
- 4.2. In order to deliver the Services, Guidepost will gather from you information that is relevant for the diabetes support process. Using that information, Guidepost will enter into a discussion with you using various Channels in order to assist you in understanding your condition, and how you can take better control of your diabetes (a "coaching session"). Guidepost may provide health guidelines and diabetes-related educational information specific to you. The full details of the services are described on the Guidepost Website.
- 4.3. The Services are provided with the purpose of assisting people to gain better control of their diabetes and the aspects of their life that affect this. Your active engagement and participation will ensure you derive most benefit from the Services.

- 4.4. You understand that, despite your efforts or our efforts, individual Members' results will vary for a variety of reasons and Guidepost cannot guarantee that you will achieve the goals you set for yourself.
- 4.5. We are, however, not your doctor, pharmacist or other healthcare professional, and we recommend that you tell them when you are receiving the Services. We urge you to never replace or substitute our Services, for those rendered by your healthcare professional. We do not provide medical advice, diagnosis or treatment at all – we provide support and guidance as Diabetes Educators. If you are uncertain about the information obtained through use of the Services, please contact your healthcare professional. Our services are for informational and educational purposes only.
- 4.6. You also agree that we can contact your doctor or pathology laboratories, as this would assist us in providing the Services to you. You understand that this means that all your health information directly or indirectly relating to your diabetes management, held by your doctor or pathology laboratories, will be shared with our diabetes educator team for the purposes of rendering the Services.
- 4.7. **You remain the decision maker for any actions you take based on Services provided to you by Guidepost. Any actions you take based on information provided to you by Guidepost are entirely voluntary and at your own risk. It is your obligation to raise and discuss all questions that you may have with your doctor. The information provided to you by Guidepost should be interpreted and considered in conjunction with medical and other advice provided to you by medical practitioners.**
- 4.8. Guidepost will only call you on South African phone numbers and will not call you if you are using an international phone number.
- 4.9. Guidepost may send you SMS, WhatsApp, email and/or other communications from time to time. You agree to receive these messages and can opt-out from any specific Channel at any time.
- 4.10. The Services are only available to individuals over the age of 18, and we will confirm dates of birth and ask questions to ensure (a) that we are speaking to the Member, and (b) that the Member is over the age of 18 years.
- 4.11. Should you be pregnant at any stage please notify us so we can tailor our input to you during your pregnancy.
- 4.12. You can obtain further information in a Frequently Asked Questions document by emailing discovery.life@guidepost.net, by calling **0860 766 789** or sending a WhatsApp message to **087 551 7928**.
- 4.13. Guidepost provides a **hotline** that is **available 24 hours a day on every day of the year**. While you participate in the program, you can call the hotline at any time using the number (**086 099 5266**) to ask questions about your diabetes. Based on information you provide, the individual who is available via the hotline will assist you in assessing whether your question/situation requires you to visit your healthcare professional or if your question/situation can be resolved through discussion or your own actions.

5. YOUR INFORMATION

- 5.1. By using the Services, you give consent to Guidepost to use the information you share with us, or that you have agreed we may obtain from your other sources such as those listed in Section 5.13, in order to render the Services.
- 5.2. Guidepost will store the information about you that directly relates to the Services we render, such as demographic- and health information that you have provided to us; communications from us, and notes from discussions between you and Guidepost.
- 5.3. In order to help us render the Services, you have to provide information to us that is accurate. Any wrong or falsified data could affect the Services we render to you, including the information we share with you. If this becomes an issue, Guidepost may terminate this Agreement. Guidepost is not liable for any damages resulting from any false data provided by you.

- 5.4. **With the exception of your diagnoses, medications, procedures, medical and pathology test results, and progress notifications, the information you share with us will not be disclosed to your Insurer. It is your responsibility to disclose all relevant information to your Insurer yourself during your life insurance application or other interactions with your Insurer.** The information you share with us cannot be viewed as having been disclosed to your Insurer, and the duty of disclosure remains with you.
- 5.5. Guidepost may send notifications and reports to the doctor that you nominate. These reports may include diabetes-details of the discussions between you and Guidepost, and your medical and pathology test results.
- 5.6. To show the impact of the Guidepost programme to your Insurer, or others who may be interested in these types of programmes, we will share collated, aggregated and anonymised information on the programme aspects and its achievements. No individual person, or group of persons would be identifiable from such data.
- 5.7. Guidepost will not share your personally identifiable information with any party unless required to by law. We will only share information with your express and explicit consent to such sharing of information, either in writing or verbal recording.
- 5.8. Your data may be securely stored in a location outside of South Africa, where data protections are at par or better than that prescribed by South African law.
- 5.9. You have the right to access your data and update your data by contacting Guidepost.
- 5.10. On termination of this Agreement, you may choose to have your data removed from the Guidepost systems by notifying Guidepost in writing. If you choose to have your data removed, your historical information will be stored for seven years as a health record (de-identified to the extent possible) before being deleted.
- 5.11. You agree that Guidepost may use your anonymised information and derived analytics for promotion of its services, research and program improvement purposes in perpetuity.
- 5.12. All calls made by Guidepost to you and by you to Guidepost may be recorded. Recordings may be used for training purposes, to improve the quality of the Services or as evidence in legal proceedings.
- 5.13. To better understand your clinical situation and needs, we may exchange information about you with other companies or people, such as doctors, pathology laboratories, pharmacies, medical aids and data aggregators. The data we exchange will include personally identifiable information and might include, but is not limited to, medication claims, lab results and diagnoses. We will use this information to tailor our services to better serve you.

6. INDEMNIFICATION

- 6.1. **Insofar as permitted under consumer legislation, you agree to indemnify and hold Guidepost harmless from and against any damages, claims, actions or demands and liabilities including, reasonable legal fees, resulting from, or alleged to result from, your use of the Services.**
- 6.2. **Insofar as permitted under consumer legislation, you indemnify and hold Guidepost harmless against any expense, loss, claim, harm or damage brought against, suffered or sustained by Guidepost, which arises directly or indirectly out of a breach of the terms of this Agreement by you or by your use of the Services, other than in respect of losses caused by the gross negligence or intentional misconduct of Guidepost.**

7. FORCE MAJEURE

- 7.1. Without affecting the generality of 6.1 above, Guidepost shall not be liable to you for any breach of this Agreement or failure on Guidepost's part to perform any obligations as a result of any technical problems, act of God, pandemics, government control, restrictions or prohibitions or other government

act or omission, whether local or national, act of default of any supplier, agent or sub-contractor, industrial disputes or any other cause beyond the control of Guidepost.

- 7.2. If we are unable to provide the Services due to interruptions as specified in 7.1, we will attempt to remedy the situation at the earliest possible time.

8. INTELLECTUAL PROPERTY

- 8.1. You will not copy, reproduce, alter, create derivative works from, or otherwise modify the Services, including any and all technology, software and content. You will not lease, loan, sublicense, distribute, or otherwise provide others access to or with any aspect of the Services. Other than as expressly set forth in this Agreement, no license or other rights in or to the Services are granted to you, and all such licenses and rights are hereby expressly reserved.
- 8.2. Except for the limited license and use rights expressly granted to you under this Agreement, all title to and the rights in the Services, including any and all technology, software and content, including ownership rights to patents (registrations, renewals, and pending applications), copyrights, trademarks, trade secrets, the Company's or third party hardware, other technology, any derivatives of and all goodwill associated with the foregoing is the exclusive property of Guidepost and/or third parties.

9. VARIATION

- 9.1. This Agreement constitutes the whole agreement between the parties and no variations, representations or warranties other than those set out herein shall be binding on the parties.
- 9.2. Guidepost reserves the right to alter these Terms and Conditions from time to time. You will be bound by all current Terms and Conditions as available on the Guidepost Website. You will be notified via one or more Channels of any material changes to these Terms and Conditions. Your participation in the Service constitutes your acceptance of these Terms and Conditions. Should you choose not to accept the Terms and Conditions you may terminate this Agreement as provided for in Section 3.
- 9.3. In the event of any one or more of these terms and conditions being unenforceable, such terms and conditions will be deemed to be removed from the remainder of this Agreement and the Agreement will remain binding and enforceable.
- 9.4. The failure of Guidepost to insist on or enforce strict performance of the terms of this Agreement will not be construed as a waiver by Guidepost of any provision or any right it has to enforce the terms.

10. GOVERNING LAW AND JURISDICTION

- 10.1. The entire provisions of this Agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa and all disputes, actions and other matters relating thereto shall be determined in accordance with such law and under the exclusive jurisdiction of the South African Courts.